

1 LAWRENCE K. ROCKWELL, #72410
ERIC DONEY, #76260
2 JULIE E. HOFER, #152185
BRUCE S. EADS, #191047
3 DONAHUE GALLAGHER WOODS LLP
Attorneys at Law
4 300 Lakeside Drive, Suite 1900
Oakland, California 94612-3570
5 P.O. Box 12979
Oakland, California 94604-2979
6 Telephone: (510) 451-0544
Facsimile: (510) 832-1486
7

8 Attorneys for Plaintiff
AUTODESK, INC.

9
10 UNITED STATES DISTRICT COURT
11 NORTHERN DISTRICT OF CALIFORNIA
12

13 AUTODESK, INC., a Delaware
corporation,

14 Plaintiff,
15

16 v.

17 HARPERSON ENGINEERING, P.C., a
New Jersey corporation, doing business as
18 PERKS-REUTTER ASSOCIATES and
also doing business as PERKS-REUTTER
ENGINEERING and further doing
19 business as JOHN G. REUTTER
ENGINEERING ASSOCIATES and also
20 doing business as REUTTER
ENGINEERING,
21

22 Defendant.
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CASE NO. C05-04808 CRB

STIPULATION; ORDER; RETENTION OF
JURISDICTION

1 The parties to this action, by and through their respective counsel signing below, hereby
2 stipulate to the following:

3 1. Without admitting wrongdoing, Harperson Engineering, P.C., a New Jersey
4 corporation, doing business as Perks-Reutter Associates and also doing business as Perks-Reutter
5 Engineering and further doing business as John G. Reutter Engineering Associates and also doing
6 business as Reutter Engineering, (hereinafter "Defendant") and its respective agents, servants and
7 employees, and all other persons affiliated with Defendant, agree that they shall not anywhere in
8 the United States, unlawfully copy, reproduce, manufacture, duplicate, disseminate, distribute, or
9 use any unauthorized copies of copyrighted computer software products of Plaintiff that are the
10 subject of this proceeding including, but not limited to:

11 (a) AutoCAD® Land Development Desktop, Release 2 software; Autodesk®
12 AutoCAD® Land Development Desktop, Release 1 software; Autodesk® Civil Design, Release 2i
13 software; Autodesk® Civil Design, Release 1 software; Autodesk® Survey, Release 2i software;
14 Autodesk® Survey, Release 1 software; and Softdesk 8 Civil/Survey software; and

15 (b) any corresponding reference manuals and documentation relating to the
16 software products identified in Section 1(a).

17 2. The remaining claims for relief in this action have been settled with certain
18 additional obligations to be performed by the parties pursuant to the settlement. Further, the
19 parties agree that this Court is to retain complete jurisdiction over the settlement of the action.
20 The remaining action is hereby dismissed with prejudice provided, however, that this Court shall
21 expressly retain complete jurisdiction to vacate the dismissal to reopen the action to enforce
22 performance of the terms of the parties' settlement agreement, and the parties to this action
23 consent to the jurisdiction of the Court for said purposes.

1 Dated: January 29, 2007

DONAHUE GALLAGHER WOODS LLP

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3 By: Lawrence K. Rockwell
4 Lawrence K. Rockwell
5 Attorneys for Plaintiff
6 AUTODESK, INC.

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9 Dated: Feb 1, 2006 as
10 Dated: January , 2006

LAW OFFICE OF ROY S. GORDET

11 By: Roy S. Gordet
12 Roy S. Gordet
13 Attorneys for Defendant
14 HARPERSON ENGINEERING, P.C., a New
15 Jersey corporation, doing business as PERKS-
16 REUTTER ASSOCIATES and also doing business
17 as PERKS-REUTTER ENGINEERING and further
18 doing business as JOHN G. REUTTER
19 ENGINEERING ASSOCIATES and also doing
20 business as REUTTER ENGINEERING

21 Dated: January 31, 2006

HARPERSON ENGINEERING, P.C.

22 By: Samuel Chris Perks
23 Samuel Chris Perks
24 President and Owner of
25 HARPERSON ENGINEERING, P.C., a New
26 Jersey corporation, doing business as PERKS-
27 REUTTER ASSOCIATES and also doing business
28 as PERKS-REUTTER ENGINEERING and further
doing business as JOHN G. REUTTER
ENGINEERING ASSOCIATES and also doing
business as REUTTER ENGINEERING

20 Dated: February 5, ²⁰⁰⁷~~2006~~

IT IS SO ORDERED

U.S. Dist.

